



**Monroe Council Agenda
Regular Meeting of Council
March 26, 2024 – 6:30 PM
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Roll Call

Approval of the Minutes

Council Minutes of March 12, 2024

Visitors

Committee Reports

Public Works Committee

Finance Committee

Administrative Liaison Committee

Technology Committee

Public Involvement Committee

Public Safety Committee

Old Business

New Business

Resolution No. 17-2024. A Resolution accepting the State of Ohio Fire Marshal's Equipment Grant for the purchase of battery operated scene lights and fans for the Fire Department and authorize the City Manager to execute the related grant agreement.

Sponsor: David Leverage

Strategic Priority: Good Governance

Background: This is a grant that is available annually to allow fire departments to purchase equipment to replace / augment current inventories. The grant is a reimbursement grant in an amount up to \$10,000.00. This equipment will be purchased from the Fire Department's 2024 Operating Budget. The paid invoices will be sent to the State Fire Marshal and upon reimbursement, will be appropriated back to the budget line. There is no match with this grant.

Resolution No. 18-2024. A Resolution accepting the recommendation of the Warren County Tax Incentive Review Council of March 4, 2024.

Sponsor: Jen Patterson



Strategic Priority: Strategic Growth and Development

Background: The Warren County Tax Incentive Review Committee (TIRC) meets annually to review compliance with certain tax abatement and financing districts such as TIFs and RIDs. Under the Ohio Revised Code, the TIRC can recommend that City Council continue the incentive, modify the incentive, or terminate the incentive. City Council is then required to act on the TIRC's recommendations.

This year, the TIRC reviewed the Tax Year 2023 incentives and is recommending that City Council continue the abatements and incentive districts because there is no evidence of noncompliance. Tax Year 2023 was the last year of the tax abatement for 500 Gateway Blvd and 535 Gateway Blvd buildings - those buildings were the first two buildings constructed in Park North (named Corridor 75 at the time), and so they are the first two buildings to fall off of the abatement schedule. We will not have a building fall off of the abatement schedule for several more years due to slow construction 10-15 years ago.

Please note that the Butler County TIRC has not met yet - we will have separate legislation for that review in late Spring.

Resolution No. 19-2024. A Resolution approving a Then-and-Now Certificate in the amount of \$4,590.00 to Digital Visions.

Sponsor: Kacey Waggaman

Strategic Priority: Good Governance

Background: Recurring annual expense that is being moved from Police and Public Works to the IT division.

Resolution No. 20-2024. A Resolution accepting the lowest and/or best bid for the Timrick Place Rehabilitation Project and authorize the City Manager to execute a contract by and between the City of Monroe and KT Holden Construction LLC.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: This is for the contract approval of Timrick Place Rehabilitation. Timrick Pl is a cul-de-sac off Lebanon Street in complete disrepair. Plans were made for the reconstruction of this street in 2018. The project didn't move forward at that time.

In 2023, engineering staff made needed revisions to the plans and involved Butler County Water and Sewer, which needed to replace one segment of sanitary sewer on this street. Plans were advertised,



and bids opened on March 7, 2024. KT Holden was the low bid, with an overall price of \$1,052,440.20. Monroe's portion of this cost is \$934,474.20, leaving \$117,491.00 for the Butler County Sewer. Earlier this year, the Council approved a contract between the City of Monroe and Butler County, allowing Monroe to pay the upfront cost of the sanitary sewer to the contractor and then invoice the County for reimbursement. The money for this project was approved in the 2024 Capital Budget and accepted by the council.

Resolution No. 21-2024. A Resolution authorizing the City Manager to execute required documents to apply for a Safe Streets For All Federal Grant.

Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: On behalf of the City of Monroe, Goodhue Consulting will be working on an Application for a Federal Grant, Safe Streets for All (SS4A). The Bipartisan Infrastructure Law (BIL) established the SS4A discretionary program with \$5 billion in appropriated funds over 5 years, 2022-2026. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. Currently over \$3 billion is still available for future funding rounds.

The SS4A program supports two types of grants: Planning and Demonstration Grants and Implementation Grants. Planning and Demonstration Grants provide funds to develop, complete, or supplement an Action Plan and also fund supplemental planning activities and demonstration activities in support of an Action Plan. The type that the City is eligible for is the Planning and Demonstration Grants.

Goodhue Consulting will be working on pulling the application materials together to apply for a Comprehensive Safety Action Plan and a demonstration project. The Action Plan will identify and develop holistic, well-defined strategies to prevent roadway fatalities and serious injuries within the community. In addition, the Action Plan will inform the city's transportation priorities to help establish a City Transportation Master Plan. The SS4A program also supports demonstration projects which can include, feasibility studies, MUTCD engineering studies, pilot programs, and new technology pilot programs. The demonstration project the city will apply for is adaptive signing timing. This project will include upgrading the signals along SR 63 within the city limits with new technology for the city. This technology is currently being utilized in other communities in the area. Adaptive signal technology adjusts signal timing to accommodate changing traffic patterns and ease traffic congestion.

There are three (3) application deadlines, April 4, 2024, May 16, 2024, and August 29, 2024. Goodhue Consulting is working to apply by the April 4, 2024 deadline. To apply, the federal form (SF-424B) requires a signature by an official with the authority to submit the application on behalf of the organization and enter into cooperative agreements. This form is attached for reference. The additional application materials are currently being developed.

Resolution No. 22-2024. A Resolution authorizing the City Manager to execute an agreement for professional services by and between the City of Monroe and Fishbeck for the design of plans known as Phase One to improve the drainage at Monroe Community Park.



Sponsor: Gary Morton

Strategic Priority: Well Managed Services and Infrastructure

Background: This is for engineering design services for Phase One of the Community Park Drainage project. Fishbeck, who completed the hydrology study, has broken down the Community Park Master Drainage Plan into four phases. Phase one will design an open ditch from Main Street to where the parking lot begins within Community Park. There will also be a bio-retention area in the open field to help hold excess water. It is uncertain if an easement will be adequate or if land acquisition may be necessary for this phase to create this open ditch to the road; this design phase will also include all necessary drawings for such easements or land acquisition.

The total cost of engineering services for phase one is \$58,000.00. The drawings will be complete by the end of 2024.

Ordinance No. 2024-08. An Ordinance amending and supplementing Ordinance No. 2024-05, otherwise known as the permanent appropriations ordinance, to meet current expenses and other expenditures of the City of Monroe, for fiscal year ending December 31, 2024.

Sponsor: Jake Burton

Strategic Priority: Good Governance

Background: The City created an Information Technology division beginning in 2023 and now that IT has been established, IT staff continues to work towards enhancing the City's security. The IT division is requesting a Consideration of Motion authorizing the expenditure of \$71,237.96 for server licenses for the City building, purchasing Microsoft Window Server and SQL Server licenses as final steps in the server refresh project. In order to complete this project, approximately \$5,000 of additional funds are necessary within the General IT Expenses line item. In addition to this expense, IT hopes to complete additional security enhancement projects throughout 2024, which will require additional funding.

When the IT Division was created, and the IT Operations Manager position was filled, this decreased the monthly IT service agreement cost the City pays to Velecor Services Group, LLC. This services agreement is paid out of the City Manager's IT Consultant Services line item, and the reduction in this monthly expense has resulted in budgeted funds no longer being needed in 2024 for the service agreement. The IT staff is proposing that \$120,000 be transferred from the City Manager IT Consultant Services line item to the Information Technology General IT Expenses line item to allow for additional security upgrades to be completed in 2024.

Consideration of Motion authorizing the expenditure of \$71,237.96 for server licenses for the City building.

Sponsor: Kacey Waggaman



Strategic Priority: Well Managed Services and Infrastructure

Background: Our current server licenses are end of life or near end of life, resulting in security vulnerabilities and decreased processing power. Server licenses are recommended to be replaced every 4 to 6 years with national industry standards averaging 3 to 5 years. The new licenses would move us to version 2022. This is the final phase of the server refresh project that started in 2023.

Consideration of Motion requesting a hearing on the issuance of a D1 liquor permit to American Way BBQ Inc located at 11 American Way.

Sponsor: Angela S. Wasson

Strategic Priority: Good Governance

Background: Permit D-1 may be issued to the owner or operator of a hotel, of a retail food establishment or a food service operation licensed pursuant to Chapter 3717. of the Revised Code that operates as a restaurant for purposes of this chapter, or of a club, amusement park, drugstore, lunch stand, boat, or vessel, to sell beer at retail either in glass or container, for consumption on the premises where sold; and to sell beer at retail in other receptacles or in original containers having a capacity of not more than five and one-sixth gallons not for consumption on the premises where sold.

No action is necessary unless Council deems it necessary to request a hearing.

Administrative Reports

Monroe Crossings Blvd. Safety Study Results

Kroger Noise Study Final Report

Executive Session - Consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance; and the sale of property.

Adjournment

**Monroe Council Minutes
Regular Meeting of Council
March 12, 2024 – 6:30 p.m.
233 South Main Street, Monroe, Ohio**

Pledge of Allegiance

Mayor Funk opened the regular meeting of Council at 6:30 p.m. with the Pledge of Allegiance.

Roll Call

Council members present: John Centers, Kelly Clark, Keith Funk, Michael Graves, Tom Hagedorn, Christina McElfresh, and Ben Wagner.

Approval of the Minutes

Mrs. McElfresh moved to approve the Council Minutes of February 27, 2024; seconded by Mr. Graves. Voice vote. Motion carried.

Visitors

None.

Committee Reports

None.

Old Business

Ordinance No. 2024-07. An Ordinance authorizing the City Manager to enter into a Lease Agreement with the highest bidder for the real property known as the Baker Sports Complex. (Second Reading)

The Clerk of Council read Ordinance No. 2024-07 by title only.

Mrs. McElfresh moved to adopt Ordinance No. 2024-07; seconded by Mr. Graves. Roll call vote: seven ayes. Motion carried.

New Business

Resolution No. 14-2024. A Resolution approving a Then-and-Now Certificate in the amount of \$3,616.73 to ESO Solutions Inc.

The Clerk of Council read Resolution No. 14-2024 by title only.

Mrs. McElfresh moved to adopt Resolution No. 14-2024; seconded by Mr. Centers. Roll call vote: seven ayes. Motion carried.

Resolution No. 15-2024. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and TEC Engineering, Inc. for the development of construction plans related to the Pedestrian Safety Grant Project.

The Clerk of Council read Resolution No. 15-2024 by title only.

Mrs. McElfresh moved to adopt Resolution No. 15-2024; seconded by Mr. Hagedorn. Roll call vote: seven ayes. Motion carried.

Resolution No. 16-2024. A Resolution authorizing the City Manager to enter into an agreement by and between the City of Monroe and Raftelis to provide consulting assistance in assessing and making recommendations to optimize the organizational structure of the City Manager's office.

The Clerk of Council read Resolution No. 16-2024 by title only.

Mr. Centers requested more detail on hiring an outside consultant as opposed to utilizing the internal staff we have for a recommendation as they are intelligent enough to perform this service.

Mr. Lester advised this will allow Monroe to benchmark against other governments as he is looking at economic development, human resources, and IT.

Mr. Centers was of the opinion that we hire the best employees and could provide solid justification in making a recommendation on the organizational structure of the City Manager's office.

Mr. Lester noted that the International City/County Management Association recommends this type of consulting assistance be performed every five years.

Mayor Funk asked what reassures Council that now is the right time. Mr. Lester replied this helps plan for the next five to ten years, and beyond.

Mr. Wagner stated that it makes sense to review the organizational structure, but he does understand Mr. Centers' point. Raftelis will be able to provide a key performance indicator for the organization.

Mrs. McElfresh believed this to be a foundational component for the job Mr. Lester was hired to do.

Dr. Clark understood the need for these studies and they are not meant to be a threat to anyone.

Mr. Wagner and Mr. Graves acknowledged Mr. Lester's statement that Monroe has never performed this type of study before.

Mr. Graves commented that it would be good to see how Monroe compares to other cities.

Mrs. McElfresh moved to adopt Resolution No. 16-2024; seconded by Dr. Clark. Roll call vote: five ayes; two nays (Hagedorn and Centers). Motion carried.

Administrative Reports

Mrs. McElfresh moved to adjourn into executive session to discuss the appointment of public officials; seconded by Mr. Wagner. Roll call vote: seven ayes. Motion carried.

Council adjourned into executive session at 6:46 p.m.

Mrs. McElfresh moved to reconvene into regular session; seconded by Mr. Hagedorn. Voice vote. Motion carried.

Council reconvened into regular session at 7:12 p.m.

Mrs. McElfresh moved to make the following appointments to various boards and commissions effective March 18, 2024: Andrew Hall to the Planning Commission with a term expiring December 31, 2026; Joe Grace to the Park and Recreation Board with a term expiring January 1, 2025; Bobbie Drew to the Personnel Board with a term expiring December 31, 2028; and Charles Scheid and Dustin Warmoth to the Historic Preservation Commission with a term expiring December 31, 2025; seconded by Mr. Wagner. Voice vote. Motion carried.

Mr. Lester announced that the Monroe Fire Department has received the Ohio EMS Agency of the Year and invited Council to join in the presentation of this award on May 22, 2024.

Adjournment

Mrs. McElfresh moved to adjourn; seconded by Mr. Graves. Voice vote. Motion carried.

The regular meeting of Council adjourned at 7:16 p.m.

Respectfully submitted,

Angela S. Wasson, MMC
Clerk of Council

RESOLUTION NO. 17-2024

A RESOLUTION ACCEPTING THE STATE OF OHIO FIRE MARSHAL'S EQUIPMENT GRANT FOR THE PURCHASE OF BATTERY OPERATED SCENE LIGHTS AND FANS FOR THE FIRE DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE RELATED GRANT AGREEMENT.

WHEREAS, the City of Monroe applied for and received an equipment grant from the Ohio Department of Commerce, Division of State Fire Marshal; and

WHEREAS, it is necessary for Council to accept said grant and authorize the City Manager to execute a grant agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: Council hereby accepts the State of Ohio Fire Marshal's Equipment Grant in the amount of \$10,000 for the purchase of battery operated scene lights and fans for the Fire Department.

SECTION 2: The City Manager is hereby authorized to execute the grant agreement related to this award pursuant to the terms and conditions set forth on Exhibit "A" attached hereto and made a part hereof.

SECTION 3: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor



**Department of
Commerce**

Division of State Fire Marshal

com.ohio.gov

Mike DeWine, Governor Jon Husted, Lt. Governor Sherry Maxfield, Director

**EQUIPMENT GRANT AGREEMENT
DIVISION OF STATE FIRE MARSHAL**

FDID # 09025
MONROE FIRE DEPARTMENT (BUTLER COUNTY)
JAKE BURTON, FINANCE DIRECTOR
3 S. MAIN ST
MONROE, OH 45056

Re: Grant Award Agreement

Dear Equipment Grant Applicant,

Congratulations! You have been selected to receive an Equipment Grant from the Ohio Department of Commerce, Division of State Fire Marshal (SFM) for the year.

Your **\$10,000.00** award must be used for **MISCELLANEOUS** equipment in accordance with your grant application and the terms and conditions below. Award of the grant is contingent upon the SFM receiving this signed Grant Award Agreement.

Sincerely,

Sheryl Maxfield, Director
Ohio Department of Commerce

Kevin Reardon, State Fire Marshal

TERMS AND CONDITIONS apply to the final awarding of the grant:

- . Equipment grants are awarded for expenditures incurred **after** the return of the signed Grant Award Agreement. Expenditures made prior to such return of the signed Grant Award Agreement are ineligible for this grant and will not be funded.
- . Equipment purchased with this grant must be in accordance only for the purpose noted above. If, for any reason, you are unable to use the money for this purpose, prior written permission is required to use the money for any other reason.
- . Copies of all paid invoices for the equipment are due no later than **Oct. 1**. If you are unable to expend the funds by this date, you must apply in writing to the State Fire Marshal for an extension of time. Copies of paid invoices and other correspondence must to be sent to:

Ohio Department of Commerce, Fiscal East
P.O. Box 4009
Reynoldsburg, OH 43068-9009
CommerceGrants@com.ohio.gov

It is essential that you write the fire department identification number (i.e, 09025) on all invoices to ensure you are credited and in compliance with this agreement.

- . Upon request, items purchased with grant monies and records relating to the grant must be made available to a representative of SFM for auditing purposes for three (3) years after all grant conditions have been met.
- . As the grant involves public funds, records must be maintained the same as you would for any public funds.
- . Applicant's receipt of grant funding by depositing a check or otherwise constitutes acceptance of the aforementioned terms and conditions.

Retain a copy for your records. Failure to comply with the terms and conditions may result in forfeiture of all Equipment Grant funding. Contact Grant Coordinator at 800-515-0023, 614-752-7122 or CommerceGrants@com.ohio.gov with questions.

Turn to a higher power with the Portable Scene Light II. With zero deployment time, it features a compact footprint, a 360° rotating head, and it's stackable for "light tower" capability with multi-level lighting.

Digital display shows intensity level and run time



Toggle switch - choose from 5 intensity levels



Hooked feet to hang over doors, guard rails, fences, etc.



Stackable for "light tower" capability

18 LEDs within wide pattern parabolic reflectors produce a smooth, high lumen flood pattern

Five intensity levels correspond to desired run time:

- 100%: 10,000 lumens; runs 2 hours
- 80%: 8,300 lumens; runs 2.75 hours
- 60%: 6,300 lumens; runs 3.75 hours
- 40%: 4,500 lumens; runs 5.75 hours
- 20%: 2,300 lumens; runs 11 hours

Indefinite run time with AC/DC power cord

Head rotates 360° so you can aim the beam where you need it

Lithium-ion batteries charge in 6 hours

Batteries will continue to charge while plugged into an AC or DC power source

High-impact, thermoplastic housing mounted in a virtually indestructible alloy steel frame
IPX7-rated; WATERPROOF TO 1M FOR 30 MINUTES

Compact size (16 x 11 x 12 in; 40.6 x 27.9 x 30.5 cm) ; 15.56 lbs. (7.06kg)

Limited lifetime warranty

Visit streamlight.com for full warranty information

#46000 - Portable Scene Light II - 120V AC/12V DC

#46001 - Portable Scene Light II - 230V AC/12V DC

#46002 - Portable Scene Light II - 240V AC/12V DC

#46003 - Portable Scene Light II - 100V AC/12V DC

#46004 - Portable Scene Light II - 240V (AUS/NZ) AC/12V DC



PRODUCT FACT SHEET

PORTABLE SCENE LIGHT II RECHARGEABLE HIGH LUMEN FLOOD LIGHT

MARKET

APPLICATIONS: Fire & Rescue, Military, Utilities, Law Enforcement, Industrial Safety, Construction, Emergency Medical Services, Sporting Goods.

DESCRIPTION: The Portable Scene Light II is an industrial-duty, rechargeable, completely portable 10,000 lumen flood light. It uses eighteen (18) LEDs and wide pattern reflectors to produce a uniform flood pattern. The Portable Scene Light II head rotates 360 degrees for precise aiming of the flood beam; ideal for field maintenance, inspection of construction sites and remote equipment, military operations and general scene lighting. The light output intensity can be set with five discrete levels to achieve desired runtime with remaining run time displayed. The Portable Scene Light operates on the self-contained Li-Ion battery, from an AC power supply or 12VDC power cord. Its frame allows for stable stacking of up to three units for increased intensity.

CASE MATERIAL: Housing: High-impact thermoplastic. Gasket sealed.
Frame: Rugged high tensile carbon steel, powder coated. Frames nest for stacking.

DIMENSIONS: Length: 16 in. (40.6 cm) Body Width: 11 in. (27.9 cm) Overall Height: 12 in. (30.5 cm)

WEIGHT: 15.56 lbs. (7.06 kg) with batteries (included in purchase).

LENS: Unbreakable polycarbonate with scratch-resistant coating. O-ring sealed.

LIGHT SOURCE: Eighteen (18) high-power LEDs, impervious to shock with a 50,000 hour lifetime.

LIGHT OUTPUT: See chart. Eighteen (18) wide pattern parabolic reflectors produce 10,000 lumens in a smooth pattern. Optimized electronics provide fully regulated intensity.

ON/OFF: Toggle switch operation features five intensity adjustments that reveals corresponding remaining runtime adjustment on the LED Display.

RUN TIME: See chart for battery operated run time. Remaining runtime indicated display
Continuous operation when operating with included AC power supply or 12VDC power cord.

BATTERY: Two (2) 10.89V, 5.2Ahr, 56.63Whr Lithium Ion battery packs with on-board safety control circuit, rechargeable up to 800 times.
System fully recharges in 6 hours using supplied AC power supply.
Battery will charge at a reduced rate when operating from an external power source.

FEATURES: Zero deployment time with 360 degree rotating head.
LED display of intensity level and run time.
Circuit provides regulated light output throughout battery life.
IPX 7 rated; waterproof to 1 meter for 30 minutes.
Serialized for positive identification.

APPROVALS: (BC) CEC Compliant

WARRANTY: Streamlight's Limited Lifetime Warranty.

OPTIONAL

ACCESSORIES: 100VAC, 230VAC or 240VAC power cords and 12VDC (automobile) charger cords.

INTENSITY	LUMENS	RUNTIME
100%	10,000	2.00 HRS
80%	8,300	2.75 HRS
60%	6,300	3.75 HRS
40%	4,500	5.75 HRS
20%	2,300	11 HRS



VOGELPOHL FIRE EQUIPMENT

2770 Circleport Drive Erlanger, KY 41018
www.vogelpohlfire.com

Quote #: Q008856
Date: Dec 07, 2023
Expiration: Dec 29, 2023
Contact: Mike Rust
Cell: 859-653-0183
Email: mike.rust@vogelpohlfire.com

ISSUED TO
Matt Schumann
Monroe Fire Dept
PO Box 330
Monroe OH 45050

Payment Terms		Freight	
Net Due in 15 Days		Not Included	
Qty	Description	Each	Extended
1	V16-BL-12-SP: SuperVac, 16" PPV, 2x 12 Ah Bat., 2x AC Chargers, Shore Power	\$4,500.00	\$4,500.00
1	FREIGHT-S: Freight for Equipment, No Charge	\$0.00	\$0.00
			\$4,500.00

Thank you for the opportunity to provide you with this proposal.

RESOLUTION NO. 18-2024

A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE WARREN COUNTY TAX INCENTIVE REVIEW COUNCIL OF MARCH 4, 2024.

WHEREAS, Community Reinvestment Area property tax abatements (CRAs) and Tax Increment Finance Districts (TIFs) must be reviewed annually by the relevant County Tax Incentive Review Council; and

WHEREAS, the Warren County Tax Incentive Review Council met on March 4, 2024, and recommended that the current CRAs continue.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: Council hereby accepts the recommendation of the Warren County Tax Incentive Review Council to approve the continuation of the current Community Reinvestment Area property tax abatements and Tax Incentive Financing Districts.

SECTION 2: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

TIRC MINUTES

2023 ANNUAL REVIEW MEETING

CITY OF MONROE

MARCH 4, 2024

The Warren County Tax Incentive Review Council's annual review of the City of Monroe's CRAs was called to order by Matt Nolan at 8:58 AM in the Warren County Administration Building, Room 350, Lebanon, Ohio.

The following members were present: Matt Nolan, Martin Russell, Susan Walther, Chris Wojnicz, Candace Miller, Cathy McMonigle, Jennifer Patterson, and Brian Curlis.

The CRA Agreements for the City of Monroe were presented by Ms. Patterson. Ms. Patterson stated that there was not new information to report; however, she noted some businesses were down on employment counts from the previous year. Additionally, Ms. Patterson mentioned that two CRAs expired in 2023.

The TIRC Board, and representatives of each jurisdiction reviewed the compliance of each agreement. **It was moved by Mr. Wojnicz and seconded by Mr. Nolan to approve the CRA agreements within the City of Monroe. The motion passed unanimously on a voice vote.**

There being no further business, the meeting was adjourned at 9:01 AM.

TIRC MINUTES

2023 ANNUAL REVIEW MEETING

CITY OF MONROE

MARCH 4, 2024

The Warren County Tax Incentive Review Council's annual review of the City of Monroe's TIFs was called to order by Matt Nolan at 8:56 AM in the Warren County Administration Building, Room 350, Lebanon, Ohio.

The following members were present: Matt Nolan, Martin Russell, Susan Walther, Chris Wojnicz, Candace Miller, Cathy McMonigle, Jennifer Patterson, and Brian Curlis.

The TIF Agreements for the City of Monroe were presented by Ms. Patterson. Ms. Patterson stated that service payments have come in, but there are no expenditures to report, and some are under-performing. Ms. Patterson informed the TIRC that she is working with a financial advising firm to determine what adjustments may be needed, particularly in light of the new TIF legislation.

The TIRC Board, and representatives of each jurisdiction reviewed the compliance of each agreement. **It was moved by Mr. Russell and seconded by Mr. Wojnicz to approve the TIF agreements within the City of Monroe. The motion passed unanimously on a voice vote.**

There being no further business, the meeting was adjourned at 9:58 AM.

RESOLUTION NO. 19-2024

A RESOLUTION APPROVING A THEN-AND-NOW CERTIFICATE IN THE AMOUNT OF \$4,590.00 TO DIGITAL VISIONS.

WHEREAS, the invoice was received prior to the purchase order being opened.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: A Then-and-Now Certificate in the amount of \$4,590.00 to Digital Visions is hereby approved.

SECTION 2: This measure shall take effect immediately upon passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

RESOLUTION NO. 20-2024

A RESOLUTION ACCEPTING THE LOWEST AND/OR BEST BID FOR THE TIMRICK PLACE REHABILITATION PROJECT AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF MONROE AND KT HOLDEN CONSTRUCTION LLC.

WHEREAS, after advertising and bidding according to law, KT Holden Construction LLC is determined to be the lowest and/or best bid for the Timrick Place Rehabilitation Project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: Council hereby accepts the bid submitted by KT Holden Construction LLC in the amount of \$1,052,440.20 for the Timrick Place Rehabilitation Project.

SECTION 2: The City Manager is hereby authorized to enter into a contract by and between the City of Monroe and KT Holden Construction LLC pursuant to the terms and conditions set forth in the bid documents submitted on March 7, 2024.

SECTION 3: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

CITY OF MONROE, OHIO 00 21 14 Contractor Bid and Post Bid Checklist

PROJECT NUMBER: 2024-Street-01

PROJECT NAME: Timrick Place Rehabilitation

Items required with bid
(Owner's checkmarks)

Items submitted with bid
(Bidder's INITIALS)

A. FAILURE TO SUBMIT ANY OF THESE ITEMS WITH BID IS MANDATORY CAUSE FOR REJECTION

☒	Bid Form (original)	TH
☒	Bid Guaranty and Bond Form	TH
☒	Bidder's Qualifications	TH
☒	Non-Collusion Affidavit	TH
☒	Non-Discrimination and Equal Opportunity Affidavit	TH
☒	Contractor's Personal Property Tax Affidavit	TH
☒	Delinquent Personal Property Tax Affidavit	TH
☒	City Income Tax Affidavit	TH
☒	Assurance of Examination and Inspection Waiver Form	TH

B. ITEMS PREFERRED WITH THE BID, BUT MANDATORY PRIOR TO AWARD OF CONTRACT

☒	Drug Free Program Certification	TH
☐	Affidavit of Compliance Prevailing Wages	

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS.

PRINT OFFICIAL COMPANY NAME: KT Holden Construction LLC

SIGNED BY: [Signature]

PRINT NAME AND TITLE: Tyler Holden, Vice President

DATE: 03/07/24

THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS AT THE TIME OF BIDDING

CITY OF MONROE, OHIO 00 41 13 - Bid Form

Sealed bids will be received by the City of Monroe, Ohio, 1000 Holman Avenue, Monroe, Ohio 45050 at the offices of City of Monroe Public Works, until February, 29, 2024, 10:00 AM for:

Timrick Place Rehabilitation

2024-Street-01

for the

City of Monroe, Ohio

The time for Substantial Completion of all Work is one hundred eighty (180) days consecutive days from the Notice to Proceed.

Having read and examined the proposed Contract Documents prepared by the Architect/Engineer for the above-referenced Project and the following Addenda:

Addendum Number	Date Received
<u>1</u>	<u>2/20/24</u>
<u>2</u>	<u>2/20/24</u>
<u>3</u>	<u>3/1/24</u>

The undersigned Bidder proposes to perform all Work for the applicable Contract in accordance with the proposed Contract Documents, for the following sum(s):

Bid Package – GENERAL CONTRACT

ALLOWANCES (Include Allowance amounts in the Base Bid below. The Contractor’s Fee and costs for unloading and handling on the Site, Labor, installation costs, and other expenses contemplated for the Allowances are included in the Base Bid and not in the Allowance.)

Base Bid – based upon the Grand total on both the Subtotal A and Subtotal B combined.

Base Description

ALL LABOR AND MATERIALS, for the sum of \$ 1,052,440.20
Sum in words: One Million Fifty Two Thousand Four Hundred Forty and Twenty /100 dollars.

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2/29/2024

	Item	Item Description	Units	Quantity	Unit Price	Ext
1	201	Clearing and Grubbing	LS	1	3000	3000
2	201	Tree Removed, 10" (24" Tree)	EA	1	3000	3000
3	201	Stump Removed, 18" (24" Stump)	EA	1	200	200
4	202	Pavement Removed	SY	3226	9.25	29840.50
5	202	Curb and Gutter Removed	FT	1936	3.50	6776
6	202/602	Brick Wall, Removed and Rebuild	FT	10	75	750
7	202/602	Concrete Retaining Wall, Removed and Rebuilt	FT	10	225	2250
8	202	Stone Retaining Wall, Removed and Rebuilt	FT	15	75	1125
9	202	Pipe Removed, 24" and Under	FT	15	44	660
10	202	Sump Drain Removed and Daylight to ROW	EA	1	225	225
11	202	Catch Basin Removed	EA	3	450	1350
12	20	Valve Box Removed	EA	3	50	150
13	203	Excavation	CY	1689	32.50	54892.50
14	204	Subgrade Compaction	SY	3800	2.65	10070
15	204	Excavation of Subgrade	CY	1253	33	41349
16	204	Grannualr Embankment Type C (12")	CY	1253	71	88963
17	204	Proof Rolling	HR	2	300	600
18	204	Geogrid, (Spec 861 Subgrade Repair, Geogrid for Sungrade Stabilization)	SY	3760	1.10	4136
19	301	Asphalt Concrete Base, PG64-22	CY	318	178	56604
20	304	Aggregate Base	CY	501	68	34068
21	407	Tack Coat, 0.06 Gal/SY	GAL	174	3	522
22	441	Asphalt Concrete Intermediate Course, Type 1, (448), 2"	CY	161	205	33005
23	441	Asphalt Concrete Surface Course, Type 1, (448), PG64-22, 1 1/2"	CY	121	245	29645
24	452	6" Non-Reinforced Concrete Pavement	SY	365	148	54020
25	605	6" Base Pipe Underdrains w/Geotextie Fabric	FT	1936	18	34848

26	609	Curb & Gutter, City of Monroe, Type C-1	FT	1936	27	52 272
27	611	12" Conduit, Type A	FT	15	96	1440
28	611	Catch Basin, ODOT Type No. 3	EA	4	3900	15600
29	611	Manhole Adjusted to Grade	EA	4	401	1604
30	614	Maintaining Traffic	LS	1	10 279	10279
31	623624	Construction Layout Stakes & Surveying	LS	1	9500	9500
32	638	Mobilization	LS	1	53 459	53459
33	638	6" Water Main, DIP ANSI Class 53, Restrained Joint Pipe	FT	6	281	1686
34	638	8" Water Main, DIP ANSI Class 53	FT	741	115	85215
35	638	8" Water Main, DIP ANSI Class 53, Restrained Joint Pipe	FT	212	127	26924
36	638	3/4" Copper Service Branch	FT	492	94	46248
37	638	8" Gate Valve	EA	3	2050	6150
38	638	6" Gate Valve	EA	1	1430	1430
39	638	New Fire Hydrant, Complete from Main to FH w/ Valve, and Valve Boxas per Plan	EA	2	7450	14900
40	638	Fire Hydrant Removed	EA	2	710	1420
41	638	Connect to Ex. 8" Water Main, Cap/Plu Ex 8" Water Main	EA	1	6700	6700
42	638	Connect to Ex. 6" Water Main, Cap/Plu Ex 6" Water Main	EA	1	3400	3400
43	638	Remove 6" Valve, Valve Box & Lid, Install Solid Sleeve & Spool	EA	1	3700	3700
44	653	Topsoil Furnashed and Placed	CY	104	50	5200
45	659	Seeding and Mulching, Class 1	SY	937	2	1874
46	690	Special, Mailbox Removed and Reset	EA	22	100	2200
47	SPEC	Abandon Ex. Water Services	EA	22	1	22
48	SPEC	Sign and Post and Sign, Installed Complete in Place	EA	1	350	350
49	832	Erosion Control	LS	1	5900	5900

Subtotal 849,522.²⁰

10% Contingency 84,952.²⁰

Total 934,474.²⁰

2024 BCWS Misc. Sewer Rehab Project Timrick Monroe

1		EXISTING 8" SANITARY SEWER TO BE ABANDONED	LS	1	475	475
2		EXISTING SANITARY MANHOLE TO BE ABANDONED	LS	1	1200	1200
3		REMOVE EXISTING SANITARY LATERAL	L.F.	248	1	248
4		REMOVE 36" TREE STUMP	E.A.	2	500	1000
5		CONCRETE DRIVEWAY REMOVE & REPLACEMENT	S.F.	150	17	2550
6		ASPHALT DRIVEWAY REMOVE & REPLACEMENT	L.F.	30	10	300
7		PROPOSED 6" SANITARY LATERAL	L.F.	252	148	37296
8		SANITARY WYE'S	E.A.	9	100	900
9		SANITARY CLEANOUT	E.A.	9	500	4500
10		CONNECT TO EX. SANITARY MANHOLE	E.A.	1	1571	1571
11		48" DEAD END MANHOLE	E.A.	1	4100	4100
12		PROPOSED 8" SANITARY SEWER MAIN	L.F.	285	145	41325
13		CONSTRUCTION LAYOUT & STAKING	LS	1	5000	5000
14		MOBILIZATION	LS	1	2500	2500
15		BYPASS PUMPING	LS	1	1	1
		CONTINGENCIES				
16		CONTINGENCY see bid description for more info	E.A.	1	\$15,000.00	\$15,000.00

SubTotal B 117,966.⁰⁰

Grand Total (Subtotal A + Subtotal B) 1,052,440.²⁰

RESOLUTION NO. 21-2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE REQUIRED DOCUMENTS TO APPLY FOR A SAFE STREETS FOR ALL FEDERAL GRANT.

WHEREAS, in order to apply for a Safe Streets For All Federal Grant, the City Manager is and will be required to execute certain documents to apply for and agree to the conditions of said grant submission; and

WHEREAS, in the event the City is awarded the grant, the acceptance of and any matching funding will first be authorized by City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to execute required documents to apply for a Safe Streets For All Federal Grant.

SECTION 2: If awarded grant funding City Council will be requested to accept said grant funding and authorize matching funds, if any.

SECTION 3: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

City of Monroe

Mayor

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE City Manager
APPLICANT ORGANIZATION City of Monroe	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

RESOLUTION NO. 22-2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF MONROE AND FISHBECK FOR THE DESIGN OF PLANS KNOWN AS PHASE ONE TO IMPROVE THE DRAINAGE AT MONROE COMMUNITY PARK.

WHEREAS, staff is recommending that, based on a hydrology study, the drainage improvements to Monroe Community Park be broken into four phases; and

WHEREAS, staff further recommends, and Council agrees, that the design of plans known as phase one to improve the drainage at Monroe Community Park, be created.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to execute an agreement for professional services by and between the City of Monroe and Fishbeck for the design of plans known as phase one to improve the drainage at Monroe Community Park. The terms and conditions of said agreement are set forth on Exhibit “A” attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

March 8, 2024

Exhibit "A" Res No. 22-2024

Gary Morton
Public Works Director
City of Monroe
233 South Main Street
Monroe, OH 45050

Proposal for Professional Services Monroe Community Park Stormwater Drainage Improvements Design

Fishbeck is pleased to submit this proposal to provide professional engineering services to the City for the design of stormwater drainage improvements at the Monroe Community Park (Park). This proposal includes a statement of understanding, proposed scope of services, schedule, and professional services fees.

Statement of Understanding

Monroe Community Park is a 55-acre park centrally located at 500 South Main Street (Cincinnati-Dayton Road) at the intersection with Mason Street and Old Street in Monroe. The Park is bounded to the north and east by woods, to the south by Mound Cemetery and Ernst Concrete properties, and to the west by South Main Street and businesses.

The Park consists of playgrounds, baseball/softball diamonds, basketball courts, concessions, disc golf, barbeque grills, restrooms, shelters, and a historic log cabin. Events such as movie nights, baseball tournaments, and Fourth of July celebrations have been held at the Park.

In 2018, the City produced the *Community Park Master Plan* (June 12, 2018), to evaluate potential improvements for the Park. That plan states that several drainage problems begin in the woodland area of the Park where there is a disc golf course. City personnel have also reported drainage issues at several of the ballfields, which lead to cancelled games during the busy spring sports season.

A paved access road and parking lots exist along the west, north, and east sides of the Park. The Park stormwater drainage system consists of a mix of storm sewers with inlets and open ditches. The Park predominately drains to the southwest to a tributary of Coldwater Creek; however, the easternmost ballfield and some of the wooded areas along the eastern portion of the Park drain to the southeast to an open channel tributary to Millers Creek.

In addition to existing and potential uses of the Park, vehicle parking should be considered as part of any Park improvements. There is a green space near the Park entrance that has been used for overflow parking. Any drainage improvements should consider the possibility of future expansion of the parking areas and/or improved drainage of any temporary/overflow parking areas.

Fishbeck produced a draft report dated October 13, 2023, identifying several areas that could be improved, including:

- Absence of a defined outlet channel in the southwest corner of the park.
- Ponding in several areas near Ballfields 1 and 2.
- Bank erosion in the vicinity of the footbridge near the main shelter in the northwest corner of the Park.

- Severe erosion in the dugout areas at Field 6.
- Ineffective drainage features in the vicinity of Field 6.
- Severe degradation of the east stormwater outfall channel.

The report recommended that these drainage improvements could be implemented over several phases to accommodate the City's schedule and budget.

Project Approach

Based on conversations with City personnel, Fishbeck will commence the design of the improvements utilizing the phased approach described below.

Site Survey and Geotechnical Investigation

The Phase 1 and Phase 2 improvements are located within the Coldwater Creek Watershed. Fishbeck will conduct a complete topographic survey of the Phase 1 and Phase 2 improvement areas prior to their design phases. The Phase 3 improvements are in the Millers Creek Watershed and will be surveyed at the beginning of that phase. The survey data will be used to verify and supplement information obtained from the City's Geographic Information System (GIS) and facilitate the production of construction documents suitable for bidding. An AutoCAD base map will be prepared for the proposed stormwater improvements that illustrates the topographical survey data obtained.

The Geotechnical Investigation will consist of a soil boring up to 10-feet deep at each proposed bioretention area (up to 5) and an infiltration test. This information will be utilized to properly design the bioretention areas and other Best Management Practices. In order to minimize mobilization charges, all soil borings will be conducted at the same time, prior to the start of Phase 1.

Phase 1: West Outlet Channel Improvements

Fishbeck will design and prepare construction drawings for the west outlet channel to convey stormwater from the western edge of the ball fields to Cincinnati-Dayton Road. A capacity analysis of the existing culvert at the entrance to the Ernst Concrete property will be conducted to confirm that no additional flows will be added to the existing infrastructure. Downstream easement drawings will be prepared for up to two properties such that the City may proceed with real estate negotiations. It is our understanding that all other real estate acquisition services will be conducted by the City and other consultants.

Phase 2A: Central Area Conveyance Improvements

Fishbeck will prepare construction drawings illustrating improvements to the existing grass swales which will be deepened, widened, and graded as necessary to ensure adequate conveyance and new swales will be designed to create flow paths to convey water away from the ballfields. In-line bioretention/flood storage areas will be designed for the lower reaches of the swale system will be designed to provide water quality treatment, flood attenuation and beautification.

Phase 2B: Central Ballfield Underdrain Improvements

Once the channels for stormwater have been improved, Fishbeck will design and prepare construction drawings for additional improvements that can be constructed in the ballfield areas. This phase will consist of underdrains designed for the dirt play surfaces of each field.

Phase 3: East Drainage Area and Outlet Channel Improvements

Fishbeck will design and prepare construction drawings for the improvements to the east drainage area and outlet channel at Field 6 and the East picnic area to remedy the erosion at the facilities. As with the central ballfields, underdrains will be installed under the dirt and grass playing surfaces. In addition, the east outlet channel, which has eroded in several locations will be improved with riprap bank stabilization and energy dissipation to prevent further erosion. Bioretention areas situated north of the existing eastern playground area will be designed to slow stormwater velocities contributing to the severe erosion along the receiving outfall channel. Existing damage at the outfall channel will be addressed with natural stream restoration techniques including energy dissipation in key locations and centralizing the flow in the channel. Additional field topographic survey will be conducted as a part of this phase and easement drawings for the Bridle Creek Community Association area of the east outlet channel will be prepared.

Scope of Services

Fishbeck offers the following scope of services pertaining to the design and preparation of Bidding and Construction Documents for each phase of the stormwater drainage improvements at Community Park described above.

1. Existing Data Review and Project Kickoff Meeting
 - a. Review GIS and Record Drawings for the existing utilities in the project area.
 - b. Meet with the City to initiate the project and review the project scope, schedule, and budget.
2. Perform Topographic Survey
 - a. Contact Ohio Utilities Protection Services (OUPS) to request that the buried utilities be marked.
 - b. Provide full topographic survey for the areas of the park where proposed stormwater drainage improvements have been described in the project approach.
 - c. Establish benchmarks and control points from GPS control monuments, locate marked utilities and features that may conflict with construction of the proposed sewer. Obtain elevations of tops of manholes and catch basins and obtain invert elevations of pipes visible within the manholes and catch basins.
 - d. Prepare an AutoCAD base map for the proposed sanitary sewer alignment that illustrates the topographical survey data obtained.
3. Geotechnical Investigation (Fishbeck Subconsultant)
 - a. Subcontract with a licensed geotechnical engineer to perform test borings for the bioretention areas and prepare a report that provides information to be relied upon by bidders for construction of the proposed sewer, including the geotechnical engineer's opinion as to the suitability of native soils to support the proposed bioretention areas. An infiltration test will also be performed at a representative location.
 - b. The geotechnical investigation will include five test borings to a depth of 10 feet. A report will be provided that summarizes the results of the borings (including groundwater levels encountered in the borings), laboratory tests, and engineering analyses that will provide geotechnical design and construction recommendations.
 - c. The borings will be backfilled with auger cuttings and a hole plug.

4. Detailed Design

- a. Complete detailed design calculations for the proposed swales, ditches, culverts, and bioretention areas. Fishbeck will review tributary drainage areas, and storm intensity to develop a spreadsheet to verify that the capacity of the proposed storm sewers is in accordance with the *City of Monroe Codified Ordinance Chapter 1028 Comprehensive Stormwater Management*.
- b. Fishbeck will prepare detailed construction drawings and specifications for the proposed stormwater improvements as described in the Project Understanding and Project Approach. City of Monroe Standard Drawings will be utilized where applicable. Fishbeck technical specifications will be provided to supplement City of Monroe Standard Specifications. Bidding documents will utilize Fishbeck's front end specifications and EJCDC General Condition.
- c. Perform basic utility coordination through the survey and design process, by contacting OUPS and requesting utility markings and existing plans. Design submittals will also be sent to utility contacts within the project area for utility review and verification.
- d. We anticipate providing the following deliverables/intervals for each phase: Title Sheet, General Notes, Plan and Profile Sheets, technical specifications, and an estimate of probable construction cost.
 - 50% Design Completion.
 - 100% Design Completion.
- e. Meet with the City to review the 50% design documents.
- f. Submit 100% complete design documents suitable for bidding by the City.

Assumptions

1. Bidding and Construction Phase Services have not been included; however, Fishbeck would be pleased to provide the City with a proposal for those services upon request.
2. We have included fees for the project manager to attend a kickoff meeting onsite, as well as virtual review meetings for the 50% and 100% submittals for each phase.
3. Five soil borings to a depth of 10-feet have been included in our proposal. The soil borings will be located in the vicinity of the proposed bioretention areas.
4. Fishbeck assumes that the ballfield area consists primarily of Hydrologic Soil Group B soils as indicated on the U.S. Department of Agriculture Web Soil Survey. Fishbeck will notify the City if unforeseen buried infrastructure is encountered.
5. The fee estimate includes easement drawings for two properties for Phase 1 and one property for Phase 3 but does not include real-estate negotiation or legal documents.
6. Fishbeck has assumed that local permits will not be necessary; however, drawings and calculations documenting compliance with the *City of Monroe Codified Ordinance Chapter 1028 Comprehensive Stormwater Management* will be provided.
7. Based on guidance published by the United States Army Corps of Engineers and the Ohio Environmental Protection Agency, the East Outlet Channel is an ephemeral stream, not subject to permit requirements.

Schedule

Fishbeck will begin scheduling services immediately upon receiving a notice to proceed. We anticipate completion of the site survey, geotechnical investigation, and 50% design drawings for the first phase within three months of receiving a notice to proceed. We anticipate bidding and construction documents for the first phase to be completed within three months of receiving comments on the 50% design drawings. We anticipate approval of design of Phase 2 design services to be issued in the fourth quarter of 2024, approval of the Phase 3 survey and design services in the first quarter of 2025.

Professional Services Fees

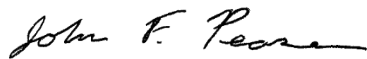
Fishbeck proposes to perform the outlined Scope of Services on an hourly, not-to-exceed basis, with the estimated fees shown below, including expenses.

Task	Description	Fee Estimate
1	Geotechnical Investigation for all Phases and Survey and Easement Drawings for Phases 1 and 2	\$30,000
2	Phase 1 – West Outlet Channel Improvements	\$28,000
3	Phase 2A – Central Area Conveyance Improvements	\$25,000
4	Phase 2B – Central Ballfield Underdrain Improvements	\$20,000
5	Phase 3 – Survey and Easement Drawings	\$14,000
6	Phase 3 – East Drainage Area and Outlet Channel Improvements	\$29,000
	Total	\$146,000

Attached is our Professional Services Agreement. If you concur with our Scope of Services, please sign in the space provided and return the executed contract to the attention of Dawn M. Smith (dmsmith@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks for the currently authorized task and payment is due upon receipt.

Thank you for the opportunity to present this proposal for your consideration; If you have any questions or require additional information, please contact me at 513.247.8577 or jpease@fishbeck.com.

Sincerely,



John Pease, PE
Senior Water and Wastewater Engineer



Allen J. Aspacher, PE
Vice President/Senior Project Manager

Attachments
By email

Copy: Dane A. Brown, PE – Fishbeck
Jen Duane, PE – Fishbeck

Professional Services Agreement

PROJECT NAME Monroe Community Park Stormwater Drainage Improvements Design
FISHBECK CONTACT John Pease, PE
CLIENT City of Monroe
CLIENT CONTACT Gary Morton
ADDRESS 233 South Main Street, Monroe, OH 45050

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: In accordance with Fishbeck proposal dated March 8, 2024.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- ☒ Terms and Conditions for Professional Services, attached.
- ☒ Proposal dated March 8, 2024.
- ☐ Other:

METHOD OF COMPENSATION:

- ☐ Lump Sum for Defined Scope of Services
- ☒ Hourly Billing Rates plus Reimbursable Expenses
- ☐ Other:

Budget for Above Scope of Services: Not-to-exceed the estimated fees shown below, including expenses.

Task	Description	Fee Estimate
1	Geotechnical Investigation for all Phases and Survey and Easement Drawings for Phases 1 and 2	\$30,000
2	Phase 1 – West Outlet Channel Improvements	\$28,000
3	Phase 2A – Central Area Conveyance Improvements	\$25,000
4	Phase 2B – Central Ballfield Underdrain Improvements	\$20,000
5	Phase 3 – Survey and Easement Drawings	\$14,000
6	Phase 3 – East Drainage Area and Outlet Channel Improvements	\$29,000
	Total	\$146,000

ADDITIONAL PROVISIONS (IF ANY): None.

APPROVED FOR:

City of Monroe

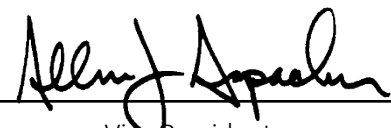
BY: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

BY:  _____

TITLE: _____

DATE: _____

Vice President

March 8, 2024

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of Client's authorization to Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all criteria and full information as to requirements for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Those costs incurred on or directly for Client's Project. Reimbursement shall be at Fishbeck's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions of probable construction cost and/or total project cost provided by Fishbeck will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Fishbeck cannot warrant that bids or ultimate construction or total project costs will not vary from such estimates.
6. **PROFESSIONAL STANDARDS; WARRANTY.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of Fishbeck's profession practicing under similar circumstances at the same time and in the same locality. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per four-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will defend, indemnify, and hold Client harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures to the extent caused by Fishbeck's negligence or willful misconduct. Client agrees to defend, indemnify, and hold Fishbeck harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Fishbeck's performance of services hereunder, except for injury or loss to the extent caused by the negligence or willful misconduct of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** Client and Fishbeck waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney fees.
17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck. Client shall defend, indemnify, and hold harmless Fishbeck from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Client in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck shall assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed by the law of the principal place of business of Fishbeck.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

ORDINANCE NO. 2024-08

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE NO. 2024-05, OTHERWISE KNOWN AS THE PERMANENT APPROPRIATIONS ORDINANCE, TO MEET CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MONROE, FOR FISCAL YEAR ENDING DECEMBER 31, 2024.

SECTION 1: To provide for current expenses of the City of Monroe, this Appropriations Ordinance is hereby repealed, amended, and supplemented so it sets aside and appropriates from the various funds of the City the amounts set forth in the following sections.

SECTION 2: There be appropriated from the GENERAL FUND:

1110	GENERAL GOVERNMENT		
	000	<i>FUND EXPENSES</i>	
		OPERATING EXPENSES	51,500
		OTHER	-
		<i>TOTAL</i>	<u>51,500</u>
	110	<i>CITY COUNCIL</i>	
		PERSONAL SERVICES	127,841
		OPERATING EXPENSES	99,700
		<i>TOTAL</i>	<u>227,541</u>
	120	<i>CITY MANAGER'S OFFICE</i>	
		PERSONAL SERVICES	638,395
		OPERATING EXPENSES	460,634
		<i>TOTAL</i>	<u>1,099,029</u>
	125	<i>INFORMATION TECHNOLOGY</i>	
		PERSONAL SERVICES	354,742
		OPERATING EXPENSES	240,000
		<i>TOTAL</i>	<u>594,742</u>
	130	<i>HUMAN RESOURCES</i>	
		PERSONAL SERVICES	485,218
		OPERATING EXPENSES	341,250
		<i>TOTAL</i>	<u>826,468</u>
	135	<i>ECONOMIC DEVELOPMENT</i>	
		PERSONAL SERVICES	222,867
		OPERATING EXPENSES	1,058,300
		<i>TOTAL</i>	<u>1,281,167</u>
	140	<i>DEVELOPMENT</i>	
		PERSONAL SERVICES	540,152
		OPERATING EXPENSES	546,900
		OTHER EXPENSES	4,000
		<i>TOTAL</i>	<u>1,091,052</u>

145	ENGINEERING		
	PERSONAL SERVICES	465,090	
	OPERATING EXPENSES	527,750	
	TOTAL	<u>992,840</u>	
150	FINANCE		
	PERSONAL SERVICES	1,042,584	
	OPERATING EXPENSES	437,340	
	OTHER EXPENSES	890,000	
	TOTAL	<u>2,369,924</u>	
160	MAYOR'S COURT		
	PERSONAL SERVICES	122,125	
	OPERATING EXPENSES	23,300	
	TOTAL	<u>145,425</u>	
TOTAL GENERAL GOVERNMENT			8,679,688
PUBLIC SAFETY			
220	PUBLIC SAFETY COMMUNICATIONS		
	PERSONAL SERVICES	737,497	
	OPERATING EXPENSES	148,550	
	TOTAL	<u>886,047</u>	
250	POLICE		
	OTHER EXPENSES	2,975,000	
	TOTAL	<u>2,975,000</u>	
270	FIRE		
	OTHER EXPENSES	3,475,000	
	TOTAL	<u>3,475,000</u>	
TOTAL PUBLIC SAFETY			7,336,047
PUBLIC WORKS			
310	STREET		
	OTHER EXPENSES	1,100,000	
	TOTAL	<u>1,100,000</u>	
330	BUILDINGS AND GROUNDS		
	OPERATING EXPENSES	674,000	
	TOTAL	<u>674,000</u>	
390	STORMWATER		
	OTHER EXPENSES	-	
	TOTAL	<u>-</u>	
TOTAL PUBLIC WORKS			1,774,000

PARKS AND RECREATION**410 PARK OPERATION AND MAINTENANCE**

PERSONAL SERVICES	388,359	
OPERATING EXPENSES	359,500	
TOTAL	<u>747,859</u>	

TOTAL PARKS AND RECREATION**747,859****OTHER FINANCING USES****710 CAPITAL IMPROVEMENTS**

OTHER EXPENSES	1,385,000	
TOTAL	<u>1,385,000</u>	

810 DEBT SERVICE

OTHER EXPENSES	650,000	
TOTAL	<u>650,000</u>	

TOTAL OTHER FINANCING USES**2,035,000****TOTAL GENERAL FUND****20,572,594****GRAND TOTAL GENERAL FUND****20,572,594**SECTION 3: There be appropriated from the following SPECIAL REVENUE FUNDS:**2101 PUBLIC SAFETY INCOME TAX FUND***PUBLIC SAFETY*

PERSONAL SERVICES	3,450,000	
OTHER EXPENSES	-	
TOTAL		3,450,000

2210 STREET FUND*PUBLIC WORKS*

PERSONAL SERVICES	2,073,785	
OPERATING EXPENSES	1,144,198	
TOTAL		3,217,983

2220 STATE HIGHWAY FUND*PUBLIC WORKS*

OPERATING EXPENSES	86,750	
TOTAL		86,750

2230 MOTOR VEHICLE LICENSE*PUBLIC WORKS*

OPERATING EXPENSES	-	
TOTAL		-

2310	FIRE - 1989 LEVY FUND		
	<i>PUBLIC SAFETY</i>		
	PERSONAL SERVICES	5,105,136	
	OPERATING EXPENSES	958,400	
	OTHER EXPENSES	3,800	
	<i>TOTAL</i>		6,067,336
2330	PUBLIC SAFETY FEMA GRANT FUND		
	<i>PUBLIC SAFETY</i>		
	OPERATING EXPENSES	3,600	
	<i>TOTAL</i>		3,600
2360	AMERICAN RESCUE PLAN ACT FUND		
	<i>GENERAL GOVERNMENT</i>		
	OTHER EXPENSES	1,368,948.00	
	<i>TOTAL</i>		1,368,948
2410	POLICE LAW ENFORCEMENT		
	<i>250 PUBLIC SAFETY</i>		
	PERSONAL SERVICES	2,991,036	
	OPERATING EXPENSES	1,014,750	
	<i>TOTAL</i>		4,005,786
2420	DARE GRANT FUND		
	<i>250 PUBLIC SAFETY</i>		
	PERSONAL SERVICES	-	
	OPERATING EXPENSES	6,500	
	<i>TOTAL</i>		6,500
2430	ENFORCEMENT & EDUCATION FUND		
	<i>250 PUBLIC SAFETY</i>		
	OPERATING EXPENSES	3,000	
	<i>TOTAL</i>		3,000
2510	COURT TECHNOLOGY IMPROVEMENT		
	<i>GENERAL GOVERNMENT</i>		
	OPERATING EXPENSES	13,400	
	<i>TOTAL</i>		13,400
2600	2004 TIFS		
	<i>DEVELOPMENT INCENTIVES</i>		
	OPERATING EXPENSES	32,500	
	OTHER EXPENSES	2,560,086	
	<i>TOTAL</i>		2,592,586

2700	2004 RIDS			
	DEVELOPMENT INCENTIVES			
	OPERATING EXPENSES	38,400		
	OTHER EXPENSES	4,604,457		
	TOTAL			4,642,857

GRAND TOTAL SPECIAL REVENUE FUNDS				<u>25,458,746</u>
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SECTION 4: There be appropriated from the following CAPITAL PROJECTS FUNDS:

3101	CAPITAL INCOME TAX FUND			
	GENERAL GOVERNMENT			
	OPERATING EXPENSES	-		
	PUBLIC SAFETY			
	OPERATING EXPENSES	-		
	PUBLIC WORKS			
	OPERATING EXPENSES	-		
	CAPITAL EXPENSES	1,809,000		
	OTHER FINANCING USES			
	OTHER EXPENSES	434,300		
	TOTAL			2,243,300
3110	PARK IMPROVEMENT FUND			
	PARKS AND RECREATION			
	OPERATING	130,000		
	CAPITAL EXPENSES	100,000		
	TOTAL			230,000
3120	CAPITAL IMPROVEMENT FUND			
	GENERAL GOVERNMENT			
	CAPITAL EXPENSES	135,823		
	PUBLIC SAFETY			
	CAPITAL EXPENSES	273,000		
	PUBLIC WORKS			
	OPERATING EXPENSES	113,000		
	CAPITAL EXPENSES	2,145,000		
	TOTAL			2,666,823

6120	WATER CAPITAL IMPROVEMENT FUND			
	PUBLIC WORKS			
	OPERATING EXPENSES	100,000		
	CAPITAL EXPENSES	1,615,000		
	TOTAL			1,715,000
6125	WATER METER REPLACEMENT FUND			
	PUBLIC WORKS			
	OPERATING EXPENSES	30		
	CAPITAL EXPENSES	120,000		
	TOTAL			120,030
GRAND TOTAL CAPITAL PROJECTS FUNDS				<u>6,975,153</u>
SECTION 5: There be appropriated from the following DEBT SERVICE FUNDS:				
4110	G.O. BOND RETIREMENT			
	GENERAL GOVERNMENT			
	DEBT SERVICE EXPENSE	817,166		
	TOTAL			817,166
4210	WATER BOND RETIREMENT			
	PUBLIC WORKS			
	DEBT SERVICE EXPENSE	367,422		
	TOTAL			367,422
4310	S.A. BOND RETIREMENT FUND			
	GENERAL GOVERNMENT			
	OPERATING EXPENSES	100		
	DEVELOPMENT INCENTIVES			
	OTHER EXPENSES	1,342,000		
	TOTAL			1,342,100
4410	INCOME TAX BOND RETIREMENT FUND			
	GENERAL GOVERNMENT			
	DEBT SERVICE EXPENSE	609,263		
	TOTAL			609,263
GRAND TOTAL DEBT SERVICE FUNDS				<u>3,135,951</u>

SECTION 6: There be appropriated from the following SPECIAL ASSESSMENT FUNDS:

5110	S.A. STREET LIGHTING FUND		
	<i>GENERAL GOVERNMENT</i>		
	OPERATING EXPENSES	10	
	<i>TOTAL</i>		10
GRAND TOTAL SPECIAL ASSESSMENT FUNDS			10

SECTION 7: There be appropriated from the following ENTERPRISE FUNDS:

6110	WATER FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	985,989	
	OPERATING EXPENSES	1,952,900	
	OTHER EXPENSES	950,000	
	<i>TOTAL</i>		3,888,889
6210	SEWER FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	100,262	
	OPERATING EXPENSES	1,420,200	
	<i>TOTAL</i>		1,520,462
6310	STORM WATER FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	246,414	
	OPERATING EXPENSES	350,650	
	CAPITAL EXPENSES	-	
	<i>TOTAL</i>		597,064
6410	GARBAGE FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	117,168	
	OPERATING EXPENSES	1,122,000	
	<i>TOTAL</i>		1,239,168
6510	CEMETERY FUND		
	<i>PUBLIC WORKS</i>		
	PERSONAL SERVICES	40,000	
	OPERATING EXPENSES	124,100	
	<i>TOTAL</i>		164,100
6610	STREET LIGHTING FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	153,050	
	<i>TOTAL</i>		153,050
GRAND TOTAL ENTERPRISE FUNDS			7,562,733

SECTION 8: There be appropriated from the following TRUST AND AGENCY FUNDS:

7100	CEMETERY MAINTENANCE TRUST FUND		
	<i>FUND EXPENSE</i>		
	OPERATING EXPENSES	10,000	
	<i>TOTAL</i>		10,000
7110	MOUND CEMETERY TRUST FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	10,000	
	<i>TOTAL</i>		10,000
7120	LONG STREET CEMETERY TRUST FUND		
	<i>PUBLIC WORKS</i>		
	OPERATING EXPENSES	250	
	<i>TOTAL</i>		250
7310	FIRE HISTORIC PRESERVATION FUND		
	<i>PUBLIC SAFETY</i>		
	CAPITAL OUTLAY	-	
	<i>TOTAL</i>		-
7320	FIRE LOSS SECURITY FUND		
	<i>PUBLIC SAFETY</i>		
	OPERATING	-	
	<i>TOTAL</i>		-
7410	DRUG LAW ENFORCEMENT TRUST FUND		
	<i>PUBLIC SAFETY</i>		
	OPERATING EXPENSES	30,000	
	<i>TOTAL</i>		30,000
GRAND TOTAL TRUST AND AGENCY FUNDS			<u><u>50,250</u></u>
TOTAL ALL APPROPRIATIONS			<u><u>63,755,437</u></u>

SECTION 9: The City Manager is hereby authorized to convert the dollar appropriation figure in the Ordinance to such form as may be acceptable to the Auditors of Butler and Warren Counties and the Auditor of the State of Ohio provided in this conversion no change of total dollar amounts shall within the Sections of this Ordinance be permitted without approval of Council.

SECTION 10: The Finance Director is hereby authorized to draw warrants on the City Treasury for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefore, approved by the board or officers authorized by law to approve the same, or an ordinance or resolution of Council to make the expenditures provided that no warrants shall be drawn OR paid for salaries or wages except to persons employed by authority and in accordance with law or ordinance. Provided further that the appropriations for contingencies can only be expended upon appeal of two-thirds vote of Council for items of expense constituting a legal obligation against the City, and for purposes other than those covered by other specific appropriations herein made.

SECTION 11: This measure shall take effect immediately upon passage pursuant to Section 7.08(B)(1) of the Charter of the City of Monroe.

PASSED: _____

ATTEST:

APPROVED:

Clerk of Council

Mayor

FUND	FUND DESCRIPTION	CURRENT APPROPRIATIONS	ADJUSTED APPROPRIATIONS	AMOUNT OF CHANGE	% CHANGE	ACCOUNT NUMBER	REASON FOR REQUEST
1110	GENERAL GOVERNMENT						
	120 CITY MANAGER'S OFFICE						
	OPERATING EXPENSES	580,634	460,634	(120,000)	-20.7%	11112054-52313	Move funds from CMO to IT to allow for server upgrades and additional IT upgrades throughout 2024
	125 INFORMATION TECHNOLOGY						
	OPERATING EXPENSES	120,000	240,000	120,000	100.0%	11112500-59000	Move funds from CMO to IT to allow for server upgrades and additional IT upgrades throughout 2024

Product Details

Editing not available

ITEM	AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL
 Microsoft Windows Server Standard Edition - license - 2 cores MFG Part: AAA-28634-CCF CDW Part: 4324458 UNSPSC: Electronic distribution: NO MEDIA	In Stock	\$102.06 Pricing Option Applied: MARKET	54.0	\$5,511.24
 Microsoft Windows Server Standard Edition - license & software assurance - MFG Part: AAA-28635-CCJ-3-1 CDW Part: 4329348 UNSPSC: 43233004 Electronic distribution: NO MEDIA	In Stock	\$59.03 Pricing Option Applied: MARKET	54.0	\$3,187.62
 Microsoft Windows Server Datacenter Edition - license - 2 cores MFG Part: AAA-30379-CCF CDW Part: 4324481 UNSPSC: Electronic distribution: NO MEDIA	In Stock	\$545.33 Pricing Option Applied: MARKET	54.0	\$29,447.62
 Microsoft Windows Server Datacenter Edition - license & software assurance MFG Part: AAA-30380-CCJ-3-1 CDW Part: 4329355 UNSPSC: Electronic distribution: NO MEDIA	In Stock	\$318.50 Pricing Option Applied: MARKET	54.0	\$17,199.00
 Microsoft Windows Server - license - 1 user CAL MFG Part: AAA-03786-CCE CDW Part: 3883368 UNSPSC: Electronic distribution: NO MEDIA	In Stock	\$34.96 Pricing Option Applied: MARKET	200.0	\$6,992.00
 Microsoft Windows Server - license & software assurance - 1 user CAL MFG Part: AAA-03788-CCI-3-1 CDW Part: 3915600 UNSPSC: 43233004 Electronic distribution: NO MEDIA	In Stock	\$21.72 Pricing Option Applied: MARKET	200.0	\$4,344.00



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Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

JAMESON DIEGMULLER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NTVK035	3/12/2024	NTVK035	6068900	\$34,798.14

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Microsoft SQL Server Standard Edition - license - 1 server Mfg. Part#: AAA-03701-CCF UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: Ohio State Term Schedule CDW-G # 534605 (534605)	3	3977518	\$699.38	\$2,098.14
Microsoft SQL Server - license - 1 user CAL Mfg. Part#: AAA-03340-CCE UNSPSC: 43232304 Electronic distribution - NO MEDIA Contract: Ohio State Term Schedule CDW-G # 534605 (534605)	200	3977527	\$163.50	\$32,700.00

SUBTOTAL \$34,798.14

SHIPPING \$0.00

SALES TAX \$0.00

GRAND TOTAL **\$34,798.14**

PURCHASER BILLING INFO

Billing Address:
CITY OF MONROE
ACCOUNTS PAYABLE
PO BOX 330
233 S MAIN ST
MONROE, OH 45050-0330
Phone: (513) 539-7374
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
CITY OF MONROE
JAMESON DIEGMULLER
233 S MAIN ST
MONROE, OH 45050-1330
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Ryan Marron | (877) 219-8208 | ryamarr@cdwg.com

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<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

0336011		N		AMERICAN WAY BBQ INC	
PERMIT NUMBER		TYPE		11 AMERICAN WAY	
ISSUE DATE				MONROE OH 45050	
08 02 2022					
FILING DATE					
D1					
PERMIT CLASSES					
09 066 A		D50233			
TAX DISTRICT		RECEIPT NO.			

FROM 03/07/2024

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	



MAILED 03/07/2024

RESPONSES MUST BE POSTMARKED NO LATER THAN. 04/08/2024

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES **A N 0336011**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF MONROE CITY COUNCIL
233 S MAIN ST
P O BOX 330
MONROE OHIO 45050